

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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VICTORIA NYC I INC d/b/a RX2GO,

Plaintiff,

-against-

DGN PHARMACY INC. d/b/a PERSONALRX,

Defendant.
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Case No.: 1:25-cv-975 (KAM) (MMH)

**DECLARATION IN SUPPORT OF
MOTION TO SEAL**

EMANUEL KATAEV, ESQ., declares, pursuant to 28 U.S.C. § 1746, under penalty of perjury, that the following is true and correct:

1. I am admitted to practice before this Court and am a member of Sage Legal LLC, who are the attorneys for the in this case.
2. As such, I am familiar with all the facts and circumstances heretofore had herein based upon my personal knowledge and a review of the file maintained by this office.
3. I respectfully submit this declaration in support of Plaintiff's instant motion to seal permitting Plaintiff to file exhibits under seal and redact selected portions of exhibits submitted to the Court in connection with Plaintiff's motion for a judgment by default against Defendant DGN Pharmacy Inc. d/b/a PersonalRx (hereinafter "Defendant").
4. On February 20, 2025, Plaintiff filed a Complaint asserting against Defendant causes of action for breach of contract, unjust enrichment, account stated, quantum meruit, and fraud. See ECF Docket Entry 1.
5. From April 3, 2023 through on or about July 14, 2024, Rx2Go issued fifty-nine (59) invoices totaling \$224,385.87, which PersonalRx paid in full. See copy of paid invoices annexed hereto as **Exhibit "A."**

6. Thereafter, beginning on or about July 14, 2024 through on or about November 3, 2024, Rx2Go issued sixteen (16) invoices totaling \$145,466.88, which PersonalRx has failed to pay to date. See copy of unpaid invoices annexed hereto as **Exhibit “B.”**

7. As a result of Defendant’s conduct, Plaintiff suffered at least \$145,466.88 in compensatory damages, exclusive of consequential and incidental damages, as well as interest (pre-judgment and post-judgment) in an amount to be determined at trial.

8. However, Exhibits A and B contain confidential information and trade secrets, namely, Plaintiff’s pricing data may be derived from the invoices.

9. Plaintiff proposes sealing certain portions of the invoices to maintain confidentiality over its pricing information, while leaving intact the remaining portions of the invoices, such that the total amounts remain visible.

10. For the foregoing reasons, Plaintiff’s motion to seal should be granted.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 15, 2025.

/s/ Emanuel Kataev, Esq.
Emanuel Kataev, Esq.